

HCA contract number _____

**ADMINISTRATIVE SERVICES AGREEMENT
BETWEEN
Contractor
AND
THE STATE OF WASHINGTON HEALTH CARE AUTHORITY**

In consideration of the payment of fees to be made by the Health Care Authority (the Authority or HCA), and the conditions specified in this Agreement, **** (Contractor) agrees to provide benefit claims processing and other services for the Uniform Medical Plan (UMP) of the HCA, as herein specified. The HCA will have responsibilities as set forth below. The Agreement is subject to the terms and conditions set forth in this Agreement including Exhibit A, Reporting Requirements; and Exhibit B, Price Schedule.

This Agreement is effective as of 1 July 2005, and will remain in effect through 31 December 2009 unless terminated earlier.

In Witness whereof, Contractor and the HCA have caused this Agreement to be signed as of the effective date by their respective officers who are duly authorized.

Contractor

**WASHINGTON STATE HEALTH
CARE AUTHORITY**

By _____

By _____

Title _____

Title _____

Date _____

Date _____

Approved as to form by the Office of the Attorney General.

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ATTACHMENTS

Exhibit A Reporting Requirements

Exhibit B Price Schedule

SECTION 1. UMP RESPONSIBILITIES

UMP agrees to the following:

1.1 Responsibility

HCA retains final authority and responsibility for the UMP and its operation. HCA will fund all benefits for claims incurred during the term of this Agreement.

1.2 Information

UMP will promptly furnish information and materials that UMP has and that are requested by Contractor that are reasonably necessary so that Contractor may provide its services as specified in this Agreement. UMP is responsible the completeness and accuracy of that information and materials.

1.3 Eligibility Information

The HCA will give Contractor daily electronic eligibility information. Contractor may rely upon the latest information received as correct without further verification unless there is an obvious error. When necessary, the HCA may provide eligibility updates by telephone, followed by written or electronic confirmation.

1.4 Procedures

UMP will require all enrollees to follow consistent procedures in applying for Plan benefits.

1.5 Payment of Administrative Charges

HCA will remit monthly to Contractor the administrative fees specified in Exhibit B, "Price Schedule," based on HCA's enrollment information. HCA will pay via electronic funds transfer 100% of the administration fees on the fifth working day of each month based upon enrollment information as of the last day of the previous month. HCA will pay the charges described in Exhibit B, Price Schedule, for services performed as provided in this Agreement.

1.6 Funding Claims

<Administrative & accounting details to be added during finalization of contract terms with successful bidder.>

1.7 UMP Contract Manager

UMP will designate a contract manager for this Agreement.

SECTION 2. CONTRACTOR'S SERVICES IN GENERAL

Contractor agrees to the following:

2.1 In General

Contractor will provide services for UMP as described in this Agreement. Contractor will not charge or be entitled to receive any payment from UMP except the charges described in Exhibit B, Price Schedule. Section 10 (Work Orders) of this Agreement provides for additional payment in some circumstances. There will be no other payments to Contractor.

2.2 Account Management Team.

2.2.1 General

Contractor will maintain the staffing levels set forth in its Proposal, will designate a Project Leader, and will make available other staff as necessary to implement and administer this Contract.

2.2.2 Consultation

Contractor will consult with the UMP Contract Manager regarding Contractor's employees assigned to serve as Account Executive and Account Manager. As part of this:

Contractor will provide a resume of any member of Contractor's staff (including relevant subcontractor's staff) assigned to or proposed to be assigned to perform duties under the terms of this contract.

The UMP Contract Manager has the right to approve or disapprove of selection of Contractor's staff assigned to administer this Contract, and may require the removal or reassignment of any Account Team Member found to be unacceptable or unable to perform his or her duties satisfactorily.

Upon execution of this Agreement, Contractor will name a Senior Account Executive to oversee the operations and management of this Contract.

2.2.3 Account Management Team Responsibilities

The Account Management Team will perform all duties necessary to meet the requirements in this Agreement and to ensure that the work meets the expectations of UMP.

2.2.4 UMP Inquiries

Account Management Team members will respond promptly and fully to inquiries from UMP.

2.3 Local Office; Services in US

The Contractor will service the UMP account from an office in the Seattle metropolitan area. The customer service and claims functions must be performed from that office and the managers must be based in that office. Other services, and incidental support for the customer service and claims functions, may be performed elsewhere. All services under this Agreement must be provided in the US and by US entities except as otherwise authorized by UMP.

2.4 Toll-free Phone

Contractor will provide a nationwide toll-free telephone number and sufficient lines dedicated for UMP enrollee inquires and requests for supplies and materials. Separate nationwide toll-free dedicated lines will be available for provider inquiries. The service lines will be available from 8 a.m. to 6 p.m., Pacific Time, Monday through Friday, except for holidays recognized by

Washington State as an employer. These toll-free lines will have the capability of telephonic transfer to the appropriate subcontractor or vendor in order to ensure a seamless approach to both enrollee and provider inquiries. Contractor will provide, maintain, and train staff for communications with a Telecommunication Device for the Deaf (TDD). Contractor will ensure interpretive services are available and will provide the necessary equipment. Contractor will provide for interpreter services for enrollees who do not speak English. Contractor will keep records of calls sufficient to determine what was told to the enrollee. Contractor will assign a tracking number to each call and tell the caller, during the call, what that number is.

2.5 Compliance

Contractor will comply with applicable laws. Contractor will perform its functions so that UMP is in compliance. This includes compliance with HIPAA, the Washington Health Care Patients' Bill of Rights and applicable regulations under it, and other applicable laws and rules. Contractor must comply with all applicable laws and regulations. Contractor will also operate so that it and UMP meet the standards of the National Committee on Quality Assurance for preferred-provider organizations, except as otherwise directed by UMP.

2.6 Timely and Accurate Data Transfer

Contractor will provide timely and accurate data transfer of the following:

- (i) Monthly data extracts, which will include a paid claims data file, a provider data file, and an enrollee data file. These extracts will be provided to ViPS, UMP's data warehouse management vendor, in format specified by ViPS.
- (ii) Information on complaints, appeals, and claim denials in the format prescribed by the HCA, twice annually or as required by HCA.
- (iii) UMP claims data for PEBB risk adjustment, in a format prescribed by HCA (annually).
- (iv) Additional ad hoc reports and data extracts as directed by UMP through work orders.

Any deficiencies from mutually agreed ad hoc report definitions must be cured within 10 calendar days.

UMP may revise these data transfer requirements at any time during the Agreement by notifying Contractor of the change at least thirty days in advance. Revisions will be made by Work Order.

2.7 Electronic information

2.7.1 Online Information in General

Contractor will provide information for enrollees, providers, and designated UMP staff via a secure Internet Web site. Nothing will be posted without the prior approval of UMP. Transactions conducted through the Web site will comply with applicable privacy, security, and format standards prescribed by law or regulation. Available information will include enrollee eligibility and benefits; status of pending, paid, and denied claims; a directory of network providers as described below; and links to sites providing general medical information. This is subject to paragraph 2.7.6, regarding OneHealthPort.

2.7.2 UMP staff

Contractor will make claim, benefit eligibility, complaint and appeal, telephone logs, and other information available online to UMP staff designated by UMP, with appropriate measures to protect the confidentiality and integrity of the information and access to it.

2.7.3 Enrollee Web site

Contractor will have a Web site giving enrollees secure online access to information on their claims and eligibility and providing secure email. The site will be available 24 hours every day.

2.7.4 Online Provider Directory

Contractor will provide enrollees, prospective enrollees, providers, and UMP access to current information on network providers via a searchable online directory that is tied to a provider database jointly maintained by the Contractor and UMP as described in subsection 5.6 (page 27). The Contractor will provide support and technical assistance in maintaining the database. Network status of providers will be maintained by UMP, and Contractor will assist in updating information in other fields (including, for example, address and other identifying information) as specified by UMP. Contractor will update the online directory at least monthly to match this database.

2.7.5 OneHealthPort

Contractor will continue to work with OneHealthPort, or a successor named by UMP, to give providers secure online access, 24 hours every day, to enrollee and claim information. UMP may name a successor to OneHealthPort at any time, and Contractor will work with that successor.

2.8 Cooperation with other Vendors

Contractor will cooperate fully with vendors selected by UMP for functions related to the TPA functions. This includes any pharmacy benefit manager, any vendor of a tobacco cessation program, any data-management vendor, any contracted provider networks, and others. Contractor agrees to execute agreements on mutually agreeable terms with such vendors and contractors identified by HCA where necessary to administer this Agreement effectively. Contractor will not interfere with the performance of work by any other vendor, contractor, or government entity.

2.9 Enrollee Survey

The HCA will conduct an annual enrollee satisfaction survey to measure service quality and responsiveness. Contractor will respond to any service issues identified in the survey results, in order to ensure compliance with service standards and continuous quality improvement. Contractor will give that response, in writing, to UMP within 60 days after UMP informs Contractor of the survey results. The response will include an action plan to improve enrollee satisfaction.

2.10 Right to Receive and Release Necessary Information

Contractor will obtain and release information to UMP as UMP directs for the administration of the UMP.

2.11 Change in Control

Contractor will notify the UMP Contract Manager within 30 days after purchase, acquisition, or any other material change in its ownership or control affecting ten percent or greater interest, any acquisition of it of ten percent or greater interest in any firm, and any new agreement with, by, or between any affiliates that is relevant to this Contract.

2.12 System hardware, controls

2.12.1 Processing environment and other matters

The electronic data processing (EDP) environment, the physical and data security features, and the internal controls used by Contractor must meet the internal accounting control standards outlined by the American Institute of Certified Public Accountants. Contractor must use an EDP environment that fully supports the claims processing requirements of the UMP. The EDP environment must be covered by a disaster recovery plan that facilitates the restoration of the application software and data as well as the rapid replacement of hardware through reinstallation or use of an alternate site. Contractor must maintain separate back-up systems acceptable to UMP for all electronic data processing functions and arrange for duplicate data files stored off-site in a secured, controlled environment.

2.12.2 System problems

The Contractor must notify the UMP immediately upon identification of system-related problems, programming problems, or data transfer problems. The Contractor must make every effort necessary to correct such problems within 48 hours regardless of the time or date in order to minimize any negative impact on enrollees and providers.

2.13 HIPAA-compliant transactions

The Contractor must correctly certify that all its systems are HIPAA-compliant before the Agreement effective date.

2.14 UMP Updates

Overall updates to the UMP fee schedules, reimbursement systems, and other related systems or programs will be provided to Contractor for implementation through work orders. Yearly procedure code updates (with applicable fee schedule and payment policies) will be provided to Contractor for January 1 implementation each year. Quarterly or other periodic updates of any of the schedules or files will include updates such as revised rates for HCPCS drugs and biological codes, new code additions, changes in coverage and payment policies, etc., as deemed necessary by the UMP.

2.14.1 Contractor's Changes

When at all possible, Contractor will provide written notification to the HCA at least thirty business days before any operational changes that will impact the administration of the UMP. This includes, but is not limited to, new or

terminating subcontractor contracts and system enhancements. Failure to provide timely notification, when it was at all possible, will result in liquidated damages of \$15,000 that may be applied at the discretion of the HCA.

2.14.2 Open Enrollment

Benefit changes adopted by PEBB and open enrollment results take effect January 1 each year. Contractor will complete all programming changes for the new plan year by January 1 of that year. Programming changes may include revisions in benefits, eligibility, deductibles, and coinsurance. Should Contractor receive related Work Orders ninety days or more before the first day of the benefit year and not complete the project by the first day of the benefit year, liquidated damages of \$10,000 may be applied at the discretion of the HCA.

2.14.3 New Payment Systems

Contractor will work with UMP to implement new payment systems and system changes as directed by UMP by Work Order.

2.15 Out-of-State Services

Contractor will arrange for a national Preferred Provider Organization (PPO) network for services in the United States outside of the state of Washington. No contracts or other commitments will be made, however without express approval from UMP. Fees for this service are reflected in Exhibit B.

2.16 Subcontracts

Contractor will not enter any subcontract for any work contemplated under this Agreement without prior written approval from UMP, whether for services included in the base fee or other services. UMP will generally not approve any subcontract with a non-US entity nor with any entity that may perform any of the work outside the US. Contractor will have appropriate confidentiality agreements in effect with each subcontractor before disclosing any protected health information about UMP enrollees to that subcontractor. Each bidder must disclose in its bid all subcontracts that it expects to use to perform the contract. Contractor will give UMP copies of all contracts with subcontractors used to fulfill the terms of this Agreement and must provide all subsequent contracts and any subsequent amendment or revisions.

2.17 Continuity

The Contractor must assure continuity of operations. Its services must never be unavailable for more than 48 hours at a time, nor for more than 60 hours in any month, even in cases of natural disasters, enemy attacks, and the like.

2.18 Meetings of groups

The Contractor will send appropriate representatives to meetings of interagency groups and stakeholder groups, such as the Technical Advisory Group and the Reimbursement Steering Committee. UMP will identify to Contractor the groups with which Contractor will be expected to participate. UMP will give Contractor advance notice of the meetings.

SECTION 3. CLAIMS AND RELATED SERVICES

3.1 Claims in general

The Contractor will administer claims processing and the distribution of claim payments for UMP. Unless otherwise approved by UMP, claims and appeals handling will meet the standards of the National Committee on Quality Assurance. The Contractor must be able to accept both electronic and paper claims from within the United States, and paper claims from outside the United States.

3.2 Claims Staff

The Contractor will provide claims service for UMP enrollees and providers. The Contractor will have sufficient employees, properly trained, handling this function, who have no significant duties other than this UMP claims service.

3.3 Payments

The Contractor will pay claims to providers and enrollees in accordance with the COC and UMP instructions.

3.3.1 Claims Determination

All requests for benefit payments other than for retail and mail-order pharmacy benefits will be directed to Contractor. Contractor will use an automated claims processing system incorporating the following at a minimum:

- (i) Detailed benefit codes, including modifiers.
- (ii) Appropriate edits and audits; all edits and audits are subject to approval by UMP, and changes will be given to UMP for review before they are implemented.
- (iii) Online access to network provider list and pricing files; except that the pricing files of subcontractors and out-of-state networks need not be included if not reasonably available to Contractor.
- (iv) Integration with all other units, teams, and sub-contractors supporting medical review, third-party liability, pre-service authorization, tobacco cessation, prescription drug, case management, and other services.
- (v) Ability to distinguish network provider claims from out-of-network claims.
- (vi) Edits to identify possible fraud or other anomalies needing attention.
- (vii) Notification to enrollees who appear likely to reach, before the next open enrollment, the maximum lifetime benefit available under UMP (that maximum includes payments for prescription drugs).

3.3.2 Claims Adjudication Services

- (i) All claims adjudication services will be the responsibility of a dedicated team of claims processors and supervisors who have no significant duties other than UMP claims. Specialized review services may be carried out in separate, general service units if mutually agreed upon. Contractor must periodically review the services provided outside the dedicated structure, for effectiveness and timeliness.
- (ii) Contractor will process claims by using the most recent Current Procedural Terminology (CPT), International Classification of Diseases (ICD-9 or later), National Drug Code (NDC), the Drug Topics Red Book, and Healthcare Common Procedure Coding System (HCPCS), and all applicable modifiers.
- (iii) Contractor will issue and mail, at least weekly, benefit checks, Explanations of Benefits (EOBs), and Detail of Remittance (DORs) reports. Contractor will issue correspondence daily. The EOBs and DORs will be issued simultaneously to providers and enrollees. Contractor will make payments electronically instead of by check to the extent feasible. EOBs and DORs are also subject to subsections 3.5 and 3.6.

3.3.3 Provider Payment Methodologies and Policies

Contractor's system must accommodate UMP's payment methodologies and policies used to calculate provider payments, including regular updates as directed by UMP. Contractor will monitor the system to assure payment accuracy.

3.3.4 Claims system

Contractor will maintain a claims system that recognizes industry standard code sets (such as CPT, HCPCS, ICD-9-CM, and codes related to hospital and facility claims such as those commonly used on form UB92). This includes incorporating timely updates as codes change.

3.3.5 Changes in rates and fees

When UMP changes the provider payment rates and fees, Contractor will implement those changes as of the designated effective date, or within 15 calendar days after UMP notifies Contractor of the changes, whichever is later.

3.3.6 Changes in coding or policies

When the publisher or UMP changes the coding practices or payment policies, Contractor will implement those changes as of the designated effective date, or within 15 calendar days after UMP or the publisher notifies Contractor of the changes, whichever is later.

3.4 Prompt payment

Contractor will follow the requirements set forth in WAC 284-43-321 for payment of UMP providers, with the exception that 95 percent of all clean claims per provider will be processed for payment within 15 calendar days, and 95 percent of all claims will be either paid or denied within 30 calendar days of receipt by Contractor.

3.5 Details of Remittance

Contractor will give health care providers a claim-based detail of remittance form with each payment. This will be in a form agreed upon by Contractor and UMP, and may be different from forms used by the Contractor for other clients. It will outline the payment determination of outpatient and inpatient services in accordance with UMP's payment procedures. This will be provided in electronic form to the extent practical, and will comply with HIPAA to the extent applicable, including message codes.

3.6 Explanations of Benefits

Contractor will give enrollees a claim-based explanation of benefits form. This will be in a form agreed upon by Contractor and UMP, and may be different from forms used by the Contractor for other clients. It will outline the payment determination of outpatient and inpatient services in accordance with UMP's payment procedures.

3.7 Electronic Funds Transfers

3.7.1 Increasing Electronic Claims

Contractor will work to increase the volume of claims submitted electronically by providers. The goal is to have all provider claims be submitted electronically.

3.7.2 Electronic Funds Transfer

Contractor will implement Electronic Funds Transfer (EFT) capability with providers participating in the UMP network, if there is sufficient provider interest. There will be no charge to the providers or to the UMP for EFT transactions.

3.7.3 Electronic information

Contractor will provide Details of Remittance reports to providers, and Explanations of Benefits reports to enrollees, electronically, to the extent the providers and enrollees are able and willing to receive the reports that way and to the extent the reports can be provided without compromising privacy or violating privacy standards. Those standards include the HIPAA Privacy Rule and chapter 70.02 RCW, and other applicable standards.

3.8 Medical Services Management

3.8.1 Case Management

Contractor will maintain a Case Management program that is in accordance with the most current NCQA or URAC/American Accreditation Healthcare Commission (URAC) standards for case management and provide the UMP with periodic reports.

3.8.2 Medical Policy

Contractor is responsible for all claim determinations of medical necessity and coverage. Contractor will apply the applicable COC, UMP payment policies, UMP coding and billing requirements, National Guideline Clearinghouse, Medicare guidelines, other national medical review coverage guidelines and peer-reviewed literature to pre-authorization requests and designated claims to ensure the appropriateness of the service and compliance with community medical standards and billing practices. Contractor medical staff may use self-scripted protocols, based on literature review, for medical review when the issue is not covered in available resources and after the protocol has been approved by a UMP Medical Director.

- (i) Medical Necessity. Denial of a claim, a request for preauthorization, or a first-level appeal payment on the basis of medical or clinical necessity, or because the service was experimental or investigational, must be authorized by a UMP medical director.
- (ii) Recommendations. Contractor will evaluate the impact of UMP medical policy decisions and make recommendations to the UMP on changes to benefits and payment policies.
- (iii) Testimony. Contractor will assist in obtaining highly specialized expert clinical testimony services when needed by the UMP. UMP will pay the costs of these services.
- (iv) Quality of care. Complaints or information raising issues about quality of care will be referred promptly to the UMP director of clinical programs.

3.9 Monitoring

UMP will monitor the performance of Medical Services Management requirements in Section 3.8 through on-site visits, telephone consultation, documentation review, or committee meetings. UMP or its agent or consultant may audit Contractor's performance.

3.10 Utilization Management and Case Management (UM/CM)

Contractor will provide pre-authorization and pre-notification services as defined in the COC and retrospective review of claims in accordance with UMP written guidelines. Contractor will perform UM and CM activities in an integrated manner that is seamless to the enrollees including the following:

- (i) Case managers will be registered nurses with experience in coordinating patients' long-term management and treatment with the enrollees and their medical providers.
- (ii) The unit providing case management will maintain URAC certification and comply with any NCQA criteria pertaining to case management.
- (iii) Case managers will use UMP Network providers when available and appropriate and will negotiate favorable rates for the UMP whenever possible.
- (iv) Case management staff will have access to claims history information and be thoroughly trained in UMP benefits; have a good understanding of UMP billing instructions and payment policies; and be knowledgeable about ICD-9CM and about CPT and HCPCS coding and modifiers.

- (v) On-site case management evaluations will be made when deemed medically necessary by the case manager or the UMP for exceptional cases. The case management unit will provide to the UMP the results of annual satisfaction survey results from UMP enrollees involved in case management. The survey questions and form will be submitted to UMP for approval before use; the survey will be sent to a sufficient number of such enrollees to assure the results are statistically significant.
- (vi) The case management unit will provide UMP with monthly case management reports outlining the condition of each enrollee who received case management services and the savings realized from case management services during that month. Report content and format will be set by mutual agreement.
- (vii) The case management unit will provide other reports as reasonably requested by UMP to assist in tracking case management services.

3.11 Fraud and Abuse

3.11.1 Claims controls

Contractor will implement fraud and abuse controls related to claims adjudication. Procedures will include identification, investigation, evaluation, and determination of the course of action for potential fraud and abuse such as

- (i) Billing for services that were not provided;
- (ii) Upcoding and other intentional misrepresentations;
- (iii) Discrepancies between diagnosis and service;
- (iv) Performance of medically unnecessary services for the purpose of financial gain; and
- (v) Other fraud and abuse.

3.11.2 Internal controls

Contractor will establish, maintain, and follow internal controls and other measures to prevent and detect fraud and abuse by Contractor or UMP staff and others with access to Contractor systems.

3.11.3 Report

Contractor will provide a report 15 days after the end of each calendar quarter listing instances of possible fraud and abuse detected and money saved during that quarter.

3.11.4 Investigation

At the direction of the UMP, Contractor will conduct fraud investigations relevant to specified providers or subscribers. Reviews will be conducted by trained fraud-detection staff and all results will be shared with the UMP. No subsequent action, including claim denial and overpayment recovery, will be initiated without proper authorization from the UMP.

3.12 Procedures; Changes

Contractor will give the UMP copies of all the administrative policy and procedure manuals and similar documents or computer files used by Contractor to process UMP claims. No changes or updates will be made to those or to Contractor's claim processes without prior approval in writing by UMP. Contractor will change its procedures, policies, and practices as directed by UMP.

3.13 Claims Tracking

Contractor will track claims by enrollment group (as defined by UMP) on both a paid and incurred basis. The reports will break down claims by individual provider, type of provider, network providers or non-network providers, place of service, type of service (such as inpatient hospital, professional services, outpatient facility charges), billed and allowed charges, and other categories as directed by UMP. Contractor will report the difference between billed and paid claims in detail, including the components for network provider discounts, coordination of benefits, member copayments and coinsurance, and other elements as directed by UMP. Contractor will provide 24-month claims lag reports that display monthly claims payments by the month in which services were incurred, for major enrollment groups as defined by UMP.

3.14 Processing Adjustments

3.14.1 Erroneous payments

If UMP or Contractor determines that any payment made by Contractor under this Agreement is more than the correct amount, or is to or on behalf of a non-enrolled person, Contractor will diligently attempt to recover that payment. Contractor will have a reasonable time, not to exceed 90 days, to recover overpayments. Contractor will use only lawful means to seek to collect those payments. Contractor will keep the UMP informed as to the methods being used to recover those payments and the status of such efforts. Contractor is not required to take legal action to attempt recovery; however, if the UMP determines that legal action should be taken, Contractor will at the UMP's request bring the action in the name of the HCA. Overpayments and payments made in error that are not recovered will remain as part of claims costs. Any money recovered by Contractor will be credited to the UMP at the time of such recovery. Contractor will report overpayments that have not been recovered within 15 days from the end of each quarter. Contractor will correct underpayments immediately upon becoming aware of them.

3.14.2 Adjustments involving coordination of benefits

Any adjustments involving coordination of benefits must comply with the Coordination of Benefits section of this Agreement (3.17, page 22).

3.15 Financial Recoveries From Other Parties

Financial recoveries Contractor receives from other parties on behalf of UMP will be reported to UMP. Those amounts will be deducted from the claim payments to Contractor. These recoveries may be from subrogation, subrogation audits, over or inaccurate payments, bankruptcy, or other sources. Contractor will maintain a program to pursue subrogation rights consistent with applicable law and UMP directives.

3.16 Third Party Liability

3.16.1 Payment; exception

If an enrollee incurs expenses for an illness or injury for which another party may be legally liable, Contractor will pay benefits on behalf of the UMP without waiting for a determination of third party liability. Contractor will not pay, however, claims for services to workers' compensation cases where the claims have been accepted by the Washington Department of Labor and Industries (or the corresponding agency in another state) has accepted as related to those cases.

3.16.2 Reimbursement by enrollee

The COC notifies enrollees that, as a condition of receiving benefits for such an illness or injury, the enrollee is required to advise Contractor or its designee if he or she receives reimbursement from a third party for expenses paid by the UMP.

3.16.3 Recovery from other party

The enrollee will provide Contractor or its designee with all information necessary for Contractor or its designee to carry out the UMP's right to recover the UMP's expenses from the third party. Contractor or its designee will do the following:

- (i) ascertain the existence of third party payment,
- (ii) contact the claimant to obtain the appropriate written information,
- (iii) follow up with the claimant or his or her representative until a third party payment is made, and
- (iv) collect the portion of that third party payment to which UMP is entitled.

3.17 Coordination of Benefits

3.17.1 Coordination

Contractor will coordinate the amount of benefits payable under the UMP with the benefits of any coverage the enrollee has under other group plans or Medicare, in accordance with the COC and as directed from time to time by Work Order. If a payment that should have been made under the UMP was made by another plan, including Medicare, Contractor may pay the other plan directly. Any amount so paid will be considered benefits under the UMP, and UMP will reimburse it as a claims cost.

3.17.2 Coordination of Benefits with Medicare

- (a) The Contractor will be responsible for an arrangement for electronic exchange of eligibility and claims data with Medicare, to facilitate payment on claims where UMP coverage is secondary to Medicare. Contractor must have such an arrangement with the primary Medicare claim payer in the Medicare region that includes Washington (that payer is currently Noridian) that is comparable to the arrangement that is already in place between Harrington Benefit Services, Inc., and Noridian for exchange of UMP information. This process is invisible to the enrollees whose primary coverage is Medicare and whose secondary coverage is UMP.
- (b) Subject to Medicare intermediary and carrier participation, and in the applicable states, UMP Medicare enrollees are not required to submit Explanation of Medicare Benefit forms for UMP reimbursement for Medicare services as of the date this electronic process is operational for services in the applicable states.

3.17.3 Identification; savings

Contractor will identify coordination of benefits claims to ensure that UMP does not pay primary benefits when the UMP is not the primary health plan. But Contractor will not unreasonably withhold UMP benefits if a determination of primary responsibility cannot be made in a timely manner. Contractor will track COB savings on a calendar year basis for all enrollees for which the UMP is secondary payer in a given calendar year.

3.17.4 Administration of Coordination of Benefits

Contractor will administer coordination of benefits consistently with Washington standards set by the Insurance Commissioner, including chapter 284-51 WAC.

3.18 Hospital Audits

Based upon criteria established by UMP, Contractor will perform or contract for billing audits of certain hospital bills. UMP agrees to reimburse fees charged by hospitals for bills audited at the request of UMP. UMP will also pay audit charges as provided in Exhibit B.

3.19 Tax reporting

Contractor will timely file all required forms 1099 and other forms and reports under the Internal Revenue Code and associated regulations.

3.20 Records Retention and Maintenance

Contractor will maintain the records of claims received and payments made. The records will be maintained for seven years. Contractor will provide check processing and reconciliation services in accordance with generally accepted accounting principles. Contractor will maintain records sufficient to permit the UMP to perform an audit of payments.

Contractor will maintain claims history data online for three years from the date of processing. These records will include, when applicable: billed and paid amounts, allowed amounts, dates of service, diagnosis, procedure codes and modifiers, provider tax ID, provider name, deductible

and copayment amounts and other reductions for each claim, message codes for reductions, denials, and other appropriate information.

SECTION 4. COMPLAINTS AND APPEALS

4.1 Complaint Handling and Appeals Procedure

4.1.1 General.

UMP will direct enrollees and others to the Contractor for claim and benefit inquiries and complaints and appeals. The Contractor is responsible for answering questions or concerns received via phone, e-mail, or written correspondence from enrollees regarding coverage, benefits, or network providers. Contractor will establish a dedicated post office box, a mechanism for receiving secure e-mail, and toll-free lines to accommodate this communication. Contractor will promptly refer calls and written inquiries related to other enrollee questions to the appropriate place for handling (including HCA for eligibility matters and the pharmacy benefit manager for prescription benefits matters). Contractor will make available both a toll free number for nationwide use and a local phone number for callers in Seattle. UMP will instruct enrollees and others to direct questions to the UMP Customer Service center at those phone numbers. When enrollees appeal an eligibility issue, Contractor will tell them of the appeal processes described in the COC. Complaints that cannot be resolved at the customer service level and that relate to the payment or denial of benefits are subject to the appeals process described in the COC.

4.1.2 Information.

Contractor will provide information promptly to the UMP clinical staff when needed for benefit exceptions, appeal determinations, or other inquiries. Complaints and appeals will be handled in accordance with the COC and applicable laws and regulations.

4.2 Complaints and Appeals

4.2.1 Level One Appeals

The Contractor will handle first level appeals (explained in the COC) from enrollees and from providers on behalf of enrollees. This does not include eligibility matters or pharmacy benefit matters. The processing of appeals will in all cases comply with the appeals processes and coverage provisions of the applicable Certificate of Coverage. Processing of appeals will also comply in all cases with the Washington Patient Bill of Rights standards unless otherwise directed by UMP. The Contractor will quickly provide all details of first level appeals to UMP for handling of the second level appeals. The Contractor will maintain a database of all first-level appeals other than eligibility and pharmacy benefit issues, and will provide periodic reports on appeals in a format acceptable to UMP.

4.2.2 Complaints

Contractor will send a confirmation that it received a complaint within five business days of receiving it. Contractor will send a substantive response to every complaint within 30 calendar days unless the enrollee has given informed written consent to a longer time.

4.2.3 Level Two Appeals

- (i) Except as provided in (ii), Contractor will submit to UMP every Level Two appeal (as defined in the COC) received by Contractor, with all available documentation, within three business days after receiving the appeal.
- (ii) Contractor will deliver all Level Two “expedited appeals” as described in the COC, and any other appeals that are required by law to be resolved within a shorter time than most appeals, to UMP, with all available documentation, electronically or by hand as soon as possible but in any event no later than 24 hours after receipt by Contractor.

SECTION 5. CUSTOMER SERVICE AND PROVIDER RELATIONS

5.1 Staff

5.1.1 Customer service

The Contractor will provide customer service for UMP enrollees and for people considering enrolling. The Contractor will have sufficient employees, properly trained, handling this function, who have no significant duties other than UMP customer service.

5.1.2 Provider relations

The Contractor will provide customer service for providers regarding UMP coverage, claims, enrollee eligibility, and other matters as needed. Contractor will have sufficient employees, properly trained, who have no significant duties other than UMP provider relations.

5.2 Customer service line

The Contractor must maintain a nation-wide toll-free phone number for inquiries from enrollees and prospective enrollees. A sufficient number of trained, reliable individuals will be available to answer calls at least from 8:00 AM to 6:00 PM Pacific time, Monday through Friday except Washington State holidays. Those individuals will have no significant duties other than assisting UMP enrollees and prospective enrollees. They will have access to current information on pending and resolved claims, coverage, payment practices, and other matters necessary for assisting enrollees. This line will also have automated services for confirming eligibility and for checking claim status, available 24 hours every day.

5.3 Provider service line

The Contractor must maintain a nation-wide toll-free phone number for provider inquiries. A sufficient number of trained, reliable individuals will be available to answer calls at least from 8:00 AM to 6:00 PM Pacific time, Monday through Friday except Washington State holidays. Those individuals will have no significant duties other than assisting providers with issues relating to health care for UMP enrollees and payment for that care. The individuals must be able to assist providers' staff with complex and technical matters about claims payments, processing, claim coding, bundling, and other issues. This line will also have automated services for confirming eligibility and for checking claim status, available 24 hours every day.

5.4 Relations with Enrollees and Providers

5.4.1 Responses

Contractor will respond promptly, courteously, and accurately to inquiries from enrollees, prospective enrollees, and providers regarding the operations or services of the UMP. Contractor will make available to enrollees and providers information about covered services, claims payment, claims status, network provider status, and related items. Contractor will respond promptly, courteously, and accurately to written and email correspondence from enrollees and providers.

5.4.2 Service Representatives

Contractor's customer service and provider relations representatives will provide staffing for written, telephone, electronic, or in-office inquiries concerning verification of eligibility, medical plan benefits, pre-authorization requirements, status of claims, coordination of benefits, preferred status of providers, providers with contracted networks, explanations of claims payment, and details of remittance. Those representatives will have online access to a database of current network providers. All available medical claims history, patient eligibility, and program coverage files will be online and accessible to the representatives. These representatives will assist enrollees in locating network providers and confirming the network status of providers. Contractor will provide enrollees and others the information required to be provided by the Washington State Health Care Patient Bill of Rights or other applicable law.

5.5 Provider Reconsiderations

If a provider complaint or appeal is not for the benefit of the enrollee, the matter is handled as a "provider reconsideration." Contractor will handle provider reconsiderations as described in the Billing and Administrative Manual that UMP makes available to providers, except as otherwise specified in a Work Order. First-level reconsiderations are generally handled by the Contractor, subject to directives from UMP. Appeals from those decisions are handled by UMP. If a provider complains or appeals for the benefit of the enrollee, the matter is treated as an enrollee complaint or appeal as described above.

5.6 Provider Database

5.6.1 Maintenance

A database of providers has been developed for use by Contractor and UMP. Contractor will maintain that database. Contractor will load and maintain the provider database adds, deletes, and changes within five business days of receipt of complete documentation. UMP will update the system as to the network status of providers. Contractor will update all other changes in provider information, including address and other fields as directed by UMP. That maintenance includes at least the following:

- (i) perform prompt data entry of changes to database records of network providers;
- (ii) upgrade the design of the database as requested in Work Orders;
- (iii) extract and send data to ViPS in suitable format; develop queries and run ad hoc reports as requested by UMP by Work Order;
- (iv) resolve software problems found;
- (v) maintain hardware and software in the Contractor's Seattle-area office compatible with the UMP provider database.

5.6.2 Printed directories

The Contractor will generate a file once each year suitable for the printing of the paper network directories for each UMP product required for Open Enrollment. This will be a camera-ready printout or a .PDF file, at the option of UMP. UMP will arrange and pay for the printing. Contractor will distribute the printed directory as directed by UMP. The printed directory is generally sent to UMP PPO enrollees only if they ask for it.

SECTION 6. ELIGIBILITY AND ENROLLMENT

6.1 Eligibility & Data Maintenance

The COC explains eligibility of subscribers and their dependents and the terms of their coverage. Those are subject to amendment in accordance with current and future provisions of Title 182 WAC. HCA will send Contractor eligibility data daily, by electronic transfer. Contractor will give the information to subcontractors and vendors identified by the UMP. Contractor will adapt to reasonable changes in the eligibility system used by HCA. Contractor is and will be able to connect information with the HCA identification system to information with systems previously used, such as for tracking the lifetime maximum benefit for enrollees. Contractor will administer benefits, issue identification cards, and otherwise perform under this Agreement using an identifier prescribed by HCA other than social security numbers.

6.2 Enrollment Terms and Conditions

Each eligible person in order to become an enrollee must file an enrollment form and have fulfilled all conditions of enrollment as described in the COC. At the direction of the HCA or UMP, Contractor will retroactively enroll any subscriber or dependent for whom PEBB accepts

monthly premiums for covered services. Contractor will track enrollment data by the following categories:

- (i) state and county of enrollee residence,
- (ii) relationship to subscriber (self, spouse, or child),
- (iii) age,
- (iv) gender, and
- (v) enrollment category as defined by UMP.

6.3 Identification Cards and New-Enrollee Packages

Contractor will prepare and print the enrollee identification cards, directly or through a subcontractor approved by UMP. The format, design, and content of those ID cards must be approved in advance by UMP. Contractor will distribute the ID cards to enrollees.

6.3.1 New Enrollee Materials

Contractor will issue identification cards and information packages (“welcome packets”) to new UMP enrollees. UMP will provide the “welcome packets” to Contractor. Contractor will mail those cards and “welcome packets” within 10 calendar days after it receives them and the initial enrollment information from the HCA. Except as noted below, issuance of ID cards is included in the base fee paid monthly by HCA.

6.3.2 Replacing Lost Cards

Contractor will reissue and deliver ID cards for existing UMP enrollees who request them.

6.3.3 Existing Enrollees

Contractor will issue new identification cards to all continuing enrollees, or all continuing enrollees with certain kinds of coverage or in certain areas, periodically as directed by UMP by Work Order. HCA will pay the fee shown in Exhibit B for this service, but the other duties of Contractor in this subsection 6.3 are included in the base administrative fee.

6.4 Open enrollment

Contractor will assist with “open enrollment.” Open enrollment is the period each year when people insured under the Washington State Public Employees Benefit Board can change plans freely.

6.4.1 Benefit Fairs

Contractor will have at least two trained and appropriate staff at each of the “benefit fairs” that the Washington Public Employees Benefit Board sponsors around the state for state employees and others. This support by Contractor will begin with the benefit fairs in 2005 and continue for the duration of the contract. There are usually about 20 such benefit fairs each year during October and November, but the number may vary.

6.4.2 Open Enrollment shoppers

Contractor will explain UMP benefits to callers to the customer service phone line as they consider whether to enroll in UMP or continue enrollment in UMP. Calls will be especially concentrated during open enrollment, in October and November each year. Contractor will add additional personnel and other resources as needed to meet this greater demand.

6.5 Enrollment Tapes

Quarterly, Contractor will compare its enrollment records with enrollment records supplied by the HCA, and will promptly reconcile any differences. Contractor will report discrepancies to UMP.

SECTION 7. MEETINGS, REPORTS, DATA

7.1 Required Meetings

Contractor's Account Management Team members will attend a monthly review and coordination meeting with UMP staff. The meetings will be in the UMP offices unless otherwise agreed. No later than the end of the first month of each calendar quarter, there will also be a meeting to consider the Contractor's performance over the preceding quarter, how to improve that performance, and the Contractor's recommendations to UMP.

7.2 Reports

Contractor will provide reports to UMP as described in Exhibit A.

7.3 Data Access and Records Maintenance

7.3.1 Online Access

UMP staff will be given online inquiry access, via remote terminal, to all elements of the claims processing computer software as it relates to UMP's book of business, including claim history, current claims status, customer service records, membership, network, and utilization review. All claims data belong to the UMP. Contractor will provide to the UMP initial and ongoing training for claims system inquiry.

7.3.2 Record Retention

Contractor will retain complete records of all claims and payments for a minimum period of seven years. At the end of the seven-year retention period, records must either be transferred to UMP or destroyed at the option of the UMP. All such records, including but not limited to microfilm, fiches, and off-site sets, are the property of UMP and must be returned to UMP or its authorized representatives upon demand.

7.3.3 Monthly Extracts

Contractor will provide monthly extracts of claims, enrollment, and provider data. These will be provided to UMP or directly to the UMP data warehouse manager, ViPS, as directed by UMP. These will be in a format as directed by

UMP. Contractor will change the extracts as directed from time to time by UMP by Work Order, and will test the changes and resolve all anomalies promptly and before implementation. Contractor will assist UMP in resolving any anomalies with the data. Contractor will notify UMP before making any changes that may affect any of the data extracts being provided. Contractor will work with UMP and the data warehouse manager to test and adjust the extract coding before changes are implemented.

SECTION 8. PERFORMANCE STANDARDS AND GUARANTEES

<The expected standards are outlined in the Request for Proposals. This part of the Agreement will be completed after the specific standards have been determined.>

8.1 Performance Standards

Contractor will meet the performance standards stated below. The financial terms attached to performance standards are also listed below. In addition, failure to meet any of these standards for two consecutive quarters is ground for Agreement termination. Contractor agrees to cooperate with UMP or its agent or consultant in auditing the performance against these standards.

8.1.1 Consequences

- (a) The amount at risk is determined without regard to the amount of fees; the potential or maximum reductions will be \$ _____ per category per quarter. The performance categories are claim processing timeliness; claim processing accuracy; claims backlog; customer service; management reports; and complaints, appeals, and provider reconsiderations.
- (b) The reductions will be accomplished through adjustments to monthly administrative fees.
- (c) If UMP contracts with an independent auditor to measure Contractor's performance, the results of that audit are final after Contractor has been given the opportunity to review and comment on the report and UMP has considered Contractor's comments.

8.1.2 Compliance Plan

Upon failure to meet any of the performance standards Contractor will promptly provide the UMP Contract Manager with a written compliance plan (including deadlines) designed to remedy the underlying cause of the failure, and to recover promptly any overpayments resulting from the failure.

8.1.3 Failures Caused by HCA

If failure to meet performance standards is the result of a directive from the UMP to delay claims or modify services, then the UMP will waive the applicable fee reduction.

8.1.4 Waiver

Notwithstanding this or any other provisions, the UMP may waive all or part of any fee reduction at the sole discretion of the UMP.

8.2 Program Management.

When UMP identifies program management or service issues, Contractor will acknowledge and respond substantively within no later than the end of the next business day. For issues that do not require computer programming or additional employees or that are identified as being particularly long-term in nature, resolution will occur within ten calendar days unless otherwise specified by the UMP Contract Manager.

SECTION 9. TRANSITION

9.1 Transition

Contractor will arrange for a smooth transition from the previous arrangements with a third-party administrator to the arrangements under this agreement. Contractor will cooperate and work with the outgoing third-party administrator and UMP to achieve that transition. Claims incurred before 1 January 2006 will be handled under the prior TPA contract. If Contractor receives claims incurred before 1 January 2006, Contractor will cooperate in transmitting those claims to that TPA.

9.2 Failure to meet implementation schedule

<Insert here the consequences for Contractor's failure to meet its schedule for the implementation of this contract, services during 2005 Open Enrollment, and transition from the present Contractor.>

9.3 Records

Contractor will obtain from the outgoing third-party administrator the records necessary to continue service to enrollees and providers. Contractor will assure that it has the information to track the application of the lifetime maximum for each enrollee. If the outgoing third-party administrator does not provide the necessary information in a suitable format, Contractor will inform UMP promptly.

9.4 Transition after Contractor

Provisions relating to the Contractor's duties upon termination of this Agreement are in subsection 12.7, beginning on page 38.

SECTION 10. WORK ORDERS

10.1 System or Service Modifications

10.1.1 HCA Work Order Coordinator

UMP will designate a Work Order Coordinator, who will be responsible for issuing all Work Orders. Contractor will also designate a Contract Officer who will be responsible for responding to all Work Orders.

10.1.2 Contents of Work Order

The UMP will notify Contractor of work to be performed and changes to work in progress by issuing a written Work Order. Work Orders may be transmitted electronically. The Work Order will specify the work or the change in services or procedures, state the expected completion date, and define completion, including system acceptance testing procedures. The Work Order will be signed by UMP Work Order Coordinator. The expected completion date will be the date by which UMP intends the work or change to be operational. UMP will use its best efforts to apprise Contractor of anticipated changes as soon as possible. UMP will give Contractor 90 days notice of changes in the benefit plan intended for each new plan year.

10.1.3 Contractor's Response

Contractor will respond to a Work Order in writing. Responses to Work Orders may be transmitted electronically. Contractor's response must be from an authorized representative. Contractor's response must be in an agreed standard format. The response must be received by UMP within four working days after Contractor received the work order. The response will indicate the following:

- (i) Agreement to perform the work or change within the expected completion date, and an estimate of the cost, or
- (ii) Acknowledgment of receipt of the Work Order and statement of the need for further information and specification of the information needed, or
- (iii) Acknowledgment of receipt of the Work Order and statement of the reasons why the work cannot be performed within the expected completion date, specification of an alternative completion date within which the work will be performed, and an estimate of the cost, or
- (iv) Acknowledgment of receipt of the Work Order and statement of reasons why the work cannot be performed.

10.1.4 Monitoring of work orders

Contractor must maintain a up-to-date working log of active work orders. That log must be given at least once each month to the UMP contract manager. It will be reviewed at the monthly meetings described in subsection 7.1, page 29.

10.1.5 Completion

Contractor will provide formal notification to the UMP Work Order Coordinator and the initiator of the Work Order as each project is completed and becomes operational. A work order has not been completed until the Contractor has updated all administrative procedures and supporting documents affected by the work order.

10.2 Disputes Regarding System Modifications and Data Requests

Disputes regarding the performance or cost of Work Orders will be resolved according to the dispute process stated in this Agreement.

10.3 Charges for Work Orders

Billable programming time will be charged to the HCA at the rate stated in Exhibit B, Price Schedule. Contractor will receive no additional payment for programming time related to changes in coding or the annual changes in benefits. Work Orders may involve charges for services or materials obtained by Contractor as directed in the Work Order.

SECTION 11. BUSINESS ASSOCIATE

11.1 General

Contractor is or may be a "Business Associate" of UMP or HCA as defined in the privacy rule. The provisions in this section relate to that relationship. The provisions in this section do not replace any other provisions of this Agreement.

11.2 Definitions

11.2.1 General

Terms used, but not otherwise defined, in this section 11 have the same meaning as those terms in 45 CFR 160.103 and 164.501.

11.2.2 "Privacy Rule"

The "Privacy Rule" is the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

11.2.3 "Protected Health Information"

"Protected Health Information" has the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Contractor from or on behalf of UMP or HCA.

11.3 Obligations and Activities of Contractor as a Business Associate

11.3.1 Further Disclosures

Contractor will not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.

11.3.2 Appropriate Safeguards

Contractor will use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

11.3.3 Mitigation

Contractor will mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.

11.3.4 Reporting Other Uses or Disclosures

Contractor will report to HCA any use or disclosure of the Protected Health Information not provided for by this Agreement.

11.3.5 Contractor's Agents

Contractor will ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of, HCA agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.

11.3.6 Access by HCA

Contractor will provide access, at the request of HCA, and in a feasible time and manner designated by HCA, to Protected Health Information in a Designated Record Set, to HCA or, as directed by HCA, to an individual in order to meet the requirements under 45 CFR 164.524.

11.3.7 Amending PHI

Contractor will make any amendment(s) to Protected Health Information in a Designated Record Set that the HCA directs or agrees to pursuant to 45 CFR 164.526 at the request of HCA or an individual, and in a feasible time and manner designated by HCA.

11.3.8 Contractor's Practices

Contractor will make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, HCA available to the HCA, or at the request of the HCA to the Secretary, in a feasible time and manner designated by the HCA or the Secretary, for purposes of the Secretary's determining HCA's compliance with the Privacy Rule.

11.3.9 Documenting Disclosures

Contractor will document such disclosures of Protected Health Information and information related to such disclosures as would be required for HCA to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

11.3.10 Information Requests

Contractor will provide to HCA or an individual, in a feasible time and manner designated by HCA, information collected in accordance with Section 7.3(i) of this Agreement, to permit HCA to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

11.4 Permitted Uses and Disclosures by Contractor

Except as otherwise provided in this Agreement, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, UMP as specified in this Agreement, but only if and to the extent that such use or disclosure would not violate the Privacy Rule if done by UMP.

11.5 Obligations of UMP

11.5.1 Notice of Privacy Practices

UMP will provide Contractor with the notice of privacy practices that UMP produces in accordance with 45 CFR 164.520, as well as any changes to that notice.

11.5.2 Individual Permissions

UMP will provide Contractor with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if those changes affect Contractor's permitted or required uses and disclosures.

11.5.3 Agreed Restrictions

UMP will notify Contractor of any restriction to the use or disclosure of Protected Health Information to which UMP has agreed in accordance with 45 CFR 164.522.

11.6 Permissible Requests by UMP

UMP will not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by UMP.

11.7 Effect of Termination.

11.7.1 Return of PHI

Except as provided in subsection (b) of this section, upon termination of this Agreement, for any reason, Contractor will return or destroy all Protected Health Information received from UMP, or created or received by Contractor on behalf of UMP. This provision will apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor will retain no copies of the Protected Health Information.

11.7.2 When Return Is Infeasible

If Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor will report to UMP the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor will extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

11.8 Miscellaneous

11.8.1 Regulatory References.

A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

11.8.2 Amendment.

The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for UPM and HCA to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

11.8.3 Survival.

The respective rights and obligations of Contractor under this section of this Agreement will survive the termination of this Agreement.

11.8.4 Interpretation.

Any ambiguity in this Agreement will be resolved in favor of a meaning that permits UMP and HCA to comply with the Privacy Rule.

SECTION 12. GENERAL PROVISIONS

12.1 Indemnification

UMP and Contractor will each be responsible for its own acts and omissions, and the acts and omissions of its agents and employees. Each party to this Agreement will defend, protect, and hold harmless the other party, or any of the other party's agents, from and against any loss and all claims, settlements, judgments, costs, penalties, and expenses (including attorney fees) arising from any willful misconduct or dishonest, fraudulent, reckless, unlawful, or negligent act or omission of the first party, while performing under the terms of this Agreement except to the extent that such losses result from the willful misconduct or dishonest, unlawful, reckless, fraudulent, or negligent act or omission on the part of the second party. Each party agrees to promptly notify the other party in writing of any claim and provide the other party the opportunity to defend and settle the claim.

12.2 Defense of Legal Actions

Each party will advise each other as to matters that come to its attention with respect to potential substantial legal actions involving the UMP, and will promptly advise each other of legal actions commenced against or for the benefit of each party that come to its attention. Each party will fully cooperate with the other in the defense of any action arising out of matters related to this Agreement by providing without additional fee all information relating to disputed claims and providing necessary testimony. Contractor and its subcontractors, if any, will fully cooperate with UMP to assist in prosecuting any action, including but not limited to antitrust or fraud actions prosecuted on behalf of UMP or the HCA or the State of Washington, by providing without additional fee all information relating to such causes of action and providing necessary testimony.

12.3 Audits

UMP may require an audit or audits of Contractor's performance under this Agreement. A notification by UMP for such audit(s) will be communicated to Contractor in writing, not less than thirty days before the date the audit is to begin, unless mutually determined otherwise. The audit(s) may be performed by HCA staff, by another state agency, or by a professional firm selected by UMP. The scope of the audit(s) will be communicated to Contractor prior to commencement of the audit(s). Contractor will have the right to examine and comment on the draft of any final audit report before it is made final. The fee of any professional audit firm(s) will be borne by UMP, but only for audits commissioned by UMP.

12.4 Assignment

No assignment by either party pertaining to this Agreement will be valid without the prior written consent of the other party, which consent will not be unreasonably withheld.

12.5 Independent Contractor

Contractor and its employees or agents performing under this Agreement are not employees or agents of UMP or the HCA. Contractor and its employees and agents will not hold themselves out as, nor claim to be, officers or employees of the HCA or of the state of Washington by reason hereof, nor will Contractor or its employees or agents make any claim of right, privilege, or benefit which would accrue to an employee of the state under law.

12.6 Modification of Agreement

12.6.1 Changes by UMP

UMP may modify this Agreement upon ninety days prior written notice to Contractor. No other modification or amendment of the terms of this Agreement will be valid unless in writing and signed by an authorized agent of UMP and of Contractor. Notwithstanding the foregoing, any provisions of this Agreement which, on or after its effective date, are in conflict with applicable state or federal laws or regulations, are hereby amended to conform to the minimum requirements of such laws or regulations.

12.6.2 Notice of Plan Changes

UMP will furnish Contractor with a copy of each modification or amendment of the UMP benefits as soon as is practicable. The term "Plan" as used in this Agreement will include each such modification or amendment. UMP will give Contractor 90 days notice of plan benefit changes intended for each new plan year.

12.7 Termination

12.7.1 Termination by UMP

UMP may terminate this Agreement, by giving Contractor 60 days written notice, upon occurrence of any of the following:

- A. Any material breach on the part of Contractor.
- B. UMP has informed Contractor in writing of Contractor's failure to comply with one or more performance standards (as stated in Section 9) in two consecutive quarters or failure to meet the implementation schedule in subsection 9.2, and Contractor has not taken effective and prompt steps to correct the alleged failures or unsatisfactory performance or to demonstrate that the concerns of UMP are not justified.

12.7.2 Termination by Contractor

This Agreement may be terminated at any time by Contractor, by giving advance written notice received by UMP not less than 60 days prior to termination, for failure of UMP to pay the monthly fees in the amounts and manner specified in this Agreement, or for other material breach of this Agreement by UMP.

12.7.3 Termination Procedure

The party seeking to terminate this Agreement pursuant to paragraphs 12.7.1 or 12.7.2 will give any advance written notice provided above of the intent to terminate. The notice will explain the reason for termination and will include an explanation of any alleged breach. Notwithstanding anything herein provided to the contrary, the breaching party will have the right to cure the breach during the notice period. The party seeking to terminate this Agreement will promptly review any efforts to cure the alleged breach and determine whether such efforts are sufficient to cure the breach.

Termination will be in addition to any other remedies that may be available by law or under this Agreement. Termination of this Agreement will not terminate the rights or liabilities of either party arising out of performance for any period prior to such termination.

12.7.4 Services after termination of agreement

- (1) Upon termination of this Agreement under any of its provisions, if the Plan continues and if required by UMP, the Contractor will complete processing all claims for benefits under the Plan that Contractor received before termination, applying and according to the terms and conditions that would have been applicable if this Agreement remained in effect. In the event of termination, Contractor will be paid the current per subscriber per month rate as full compensation for all claims processed after the date of termination where UMP requires Contractor to process such claims for a period of three months. After three months, Contractor will be paid \$ *** per claim. After Contractor has paid claims

run-out on a per-claim basis for fifteen months, the claims run-out will be deemed to be complete and no further payment will be made.

- (2) If the Agreement is terminated under any of its provisions and a new third party administrator is chosen, Contractor will transfer enrollee records to the new contractor, promptly, and work with UMP and the new third-party administrator to ensure a smooth and orderly transition.

12.8 UMP's Data

Except as is reasonably necessary for the fulfillment of its obligations under this Agreement, Contractor will not disclose proprietary information about the administration of the Plan without the prior written permission of UMP unless required by law or regulatory authority or by judicial order or process.

All original material, either written or readable by machine, prepared for or with UMP or the HCA under this Agreement will belong to and be the property of the HCA unless otherwise agreed. Subject to its obligations under this Agreement, Contractor is granted an irrevocable, nonexclusive, unrestricted, worldwide and fully paid license, with the unrestricted right to sublicense others, with respect to such original material and under any discoveries, ideas, inventions, or improvements disclosed therein which were made solely by Contractor and the HCA. The HCA expressly agrees that its rights and ownership will not extend to, or encompass any software programs made available as part of the services, or to the ideas, concepts, know-how or techniques used by Contractor in rendering services to UMP, unless developed solely for HCA use and paid for by UMP.

All claims data will be the property of the state, pursuant to RCW 41.05.075. Contractor agrees all data accumulated by Contractor from claims on enrollees will be given to UMP upon request with reasonable notice.

UMP agrees to allow Contractor to pool its data anonymously with other claim data Contractor collects for the purpose of trend and statistical analysis.

12.9 Limitations on Liability

Contractor assumes no liability for providing any of the health care services offered under the Plan. Nothing in this Agreement, and nothing omitted, will be construed as a promise by Contractor to perform any health care service. In no case will Contractor be liable for the negligence or other wrongful act or omission of any provider of health care service, or the employees of any of them.

12.10 Advance Payments Prohibited

No payment in advance or in anticipation of services or supplies to be provided under this Agreement will be made by UMP or the HCA.

12.11 Communication with Enrollees

Contractor will have the right to communicate directly with state employees and their dependents on an individual or personal basis as is reasonably necessary to carry out Contractor's obligations to UMP

12.12 Disputes

Except as otherwise provided in this Agreement, when a bona fide dispute arises between UMP and Contractor and it cannot be resolved, either party may request a dispute hearing with the Administrator (who may name a designee). Disputes will be resolved as quickly as possible.

12.12.1 Request

The request for a dispute hearing must:

- A. be in writing;
- B. state the disputed issue(s);
- C. state the relative positions of the parties;
- D. state the Contractor's name, address, and contract number; and
- E. be mailed to UMP and the Contractor Contract Manager within three working days after the parties agree that they cannot resolve the dispute.

If the parties do not agree whether resolution is possible, either may give the other written notice that there appears to be an impasse, identifying the issue, and if the matter is not then resolved within seven days, either party may request a dispute hearing.

12.12.2 Response

The respondent will send a written answer to the requester's statement to both the Administrator and the requester within five working days.

12.12.3 Action

The Administrator will review the written statements and reply in writing to both parties within ten working days. The Administrator may extend this period if necessary by notifying the parties.

12.12.4 Prerequisite

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

12.12.5 Continuation

Regardless of the dispute, UMP and Contractor will continue without delay to carry out all their respective responsibilities under this Agreement which are not affected by the dispute. Both parties agree to exercise good faith in the dispute resolution and to attempt in good faith to settle disputes before commencing any judicial action.

12.13 Right of Inspection

Contractor will provide right of access to its facilities to UMP, or any of its officers, or to any other authorized agent or official of the state of Washington at all reasonable times, with reasonable advance notice, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. Those persons also will be given access to Contractor

documentation such as policies, procedures, and internal reports, but only those that relate to the services provided by Contractor under this Agreement.

12.14 Confidentiality

12.14.1 Confidentiality standards

Contractor and its officers, directors, and employees performing under this Agreement will comply with chapter 70.02 RCW regarding health care information use, access, and disclosure, and any other applicable state or federal statutes or rules pertaining to privacy protection, including but not limited to HIPAA. Besides HIPAA, these include but are not limited to the Governor's Executive Order on the Protection of Personal Information (EO 00-03) and the Washington Health Care Patient Bill of Rights. Contractor will assure that any subcontractor agrees to protect confidentiality as provided in this section 12.15. If there is a conflict between the provisions in this subsection 12.15 and those in Section 11 (page 33), Business Associate, then Section 11 controls.

12.14.2 Uses of personal information

Personal information collected, used, or acquired in connection with this Agreement will be used solely for the purposes of this Agreement. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of UMP or as required by law. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to personal information.

12.14.3 Permitted disclosures

Under certain limited circumstances Contractor may disclose such information to other parties without prior authorization. Such circumstances may include disclosure (a) complying with a court subpoena or judicial order; (b) to a medical provider or institution for the purpose of verifying coverage or benefits or conducting an audit; or (c) to administer coordination of benefits provisions.

12.14.4 Responsibility for violations

UMP and the HCA will not be in any way responsible for violations of privacy laws, statutes, or regulations when such violations arise from the unauthorized acts or omissions of Contractor or its officers, directors, or employees. Contractor agrees to indemnify and hold harmless UMP and the HCA for any damages related to unauthorized use or disclosure of personal information.

12.14.5 Procedures

Contractor agrees to implement and maintain procedures that are reasonably designed to prevent the inappropriate disclosure of confidential "personal

information” to third parties. Such procedures will be subject to UMP’s review and approval.

12.14.6 “Personal information”

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person’s health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, phone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers, and other identifying numbers.

12.14.7 Liquidated damages

Any unintentional or accidental violation of these procedures established by Contractor that results in the improper disclosure of personal information will result in liquidated damages to UMP of \$500 per incident. An incident is defined as a separate act that results in the release of confidential information. In addition, a breach may result in termination of the Agreement and the demand for return of all personal information.

12.15 Conflict of Interest

Notwithstanding any determination by the Executive Ethics Board or other tribunal, UMP may, in its sole discretion, by written notice to Contractor, terminate this Agreement if it is found after due notice and examination that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any similar statute involving Contractor in the procurement of services under this Agreement.

In the event this Agreement is terminated as provided above, UMP will be entitled to pursue the same remedies against Contractor as it could pursue in the event of a breach of the Agreement by Contractor. The rights and remedies of UMP provided for in this provision are not exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Administrator makes any determination under this clause may be reviewed as provided in the "Disputes" clause of this Agreement.

12.16 Funding Limitations

In the event funding from state, federal, or other sources is withdrawn, reduced or limited in any way after the effective date of this Agreement and prior to normal completion, UMP may terminate the Agreement immediately, subject to renegotiation at UMP's discretion under those new funding limitations and conditions. If this Agreement is so terminated, UMP will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination.

12.17 Licensing, Accreditation, and Registration

Contractor will comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards necessary for the performance of this Agreement.

12.18 Industrial Insurance Coverage

Contractor will comply with the provisions of Title 51 RCW, Industrial Insurance. Prior to performing work under this Agreement, Contractor will provide or purchase Industrial Insurance coverage for Contractor employees, as may be required of an "employer" as defined in Title 51

RCW, and will maintain full compliance with Title 51 RCW during the course of this Agreement. If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, UMP may collect from Contractor the full amount payable to the Industrial Insurance accident fund. UMP may deduct the amount owed by Contractor to the accident fund from the amount payable to Contractor by UMP under this Agreement, and transmit the deducted amount to the Department of Labor and Industries (L&I), Division of Insurance Services. This provision does not waive any of L&I's rights to collect from Contractor.

UMP and the HCA and the state will not be held responsible in any way for claims filed by Contractor or its employees for services performed under the terms of this Agreement.

Industrial Insurance coverage through the Department of Labor & Industries is optional for sole proprietors, partners, corporate officers and others, in accordance with RCW 51.12.020.

12.19 Liability Insurance

The Contractor will give the Agency a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor will, at its own expense, obtain insurance coverage as described below, and keep that insurance in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance is being provided, and forward a copy of that certificate to the UMP not later than two weeks after the Agreement is signed.

12.19.1 Liability insurance

Commercial General Liability Insurance: Contractor will maintain general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 for each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance will have products and completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance will be written on Insurance Service Offices occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance will cover liability assumed under an insured Agreement (including the tort liability of another assumed in a business contract), and contain a separation of insureds (cross liability) condition.

Additionally, the Contractor is responsible for ensuring that all subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

12.19.2 Additional provisions

The above insurance policy or policies must include the following provisions:

1. **Additional Insured.** Health Care Authority and its officials, agents, and employees must be named as additional insureds on all liability insurance policies. All insurance provided in compliance with this

Agreement must be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

2. **Cancellation.** Contractor will give Health Care Authority written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.
 - (i) Insurers subject to 48.18 RCW (admitted and regulated by the Insurance Commissioner): The insurer will give HCA 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the insurer will give HCA 10 days advance notice of cancellation.
 - (ii) Insurers subject to 48.15 RCW (surplus lines): The insurer or the Contractor will give HCA 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the insurer will give HCA 10 days advance notice of cancellation.
3. **Identification.** Each policy must refer to the HCA and state the HCA contract number.

12.20 Covenant Against Contingent Fees

Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents maintained by Contractor for the purpose of securing business. Contractor also warrants that it will not include brokers' fees in its administrative fees. UMP will have the right, in the event of breach of this clause by Contractor, to terminate this Agreement or, in its discretion, to deduct from amounts due Contractor under the Agreement or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

12.21 Nondiscrimination

During the performance of this Agreement, Contractor will comply with all applicable federal and state nondiscrimination laws, regulations, and policies. In the event of Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, the HCA may terminate this Agreement, in whole or in part, and may declare Contractor ineligible for further agreements with the HCA.

12.22 Force Majeure

If either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of major epidemic, act of God, war, civil disturbance, court order, labor dispute or other circumstances beyond its control, that party will make a good faith effort to perform such obligations through its then existing personnel and systems.

12.23 Waiver

Waiver of any default or breach will not be deemed to be a waiver of any subsequent default or breach. Any waiver will not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the parties and attached to the original Agreement.

12.24 Severability

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the validity of the remainder of the Agreement.

12.25 Governing Law; Venue

This Agreement will be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

12.26 Survival

The provisions relating to payment, billing, reports, confidentiality, data access, termination, and termination procedure will survive the termination of this Agreement.

12.27 Antitrust Assignment

Contractor hereby assigns to the State of Washington any and all of its claims for price fixing or overcharges which arise under the antitrust laws of the United States, or the antitrust laws of the State of Washington, relating to the goods, products, or services purchased under this contract.

12.28 Copyright and Related Matters

12.28.1 Works for Hire

Unless otherwise provided, all Materials produced under this Contract are “works for hire” as defined by the U.S. Copyright Act and shall be owned by the HCA. The HCA shall be considered the author of such Materials. If the Materials are not considered “works for hire” under the U.S. copyright laws, Contractor hereby irrevocably assigns all rights, title, and interest in Materials, including all intellectual property rights, to the HCA effective from the moment of creation of such Materials.

12.28.2 Author

The HCA shall be considered the author or owner of all work products and models developed for the HCA during the course of the engagement. Contractor shall deliver all such work products and models to the HCA promptly upon request.

12.28.3 License

For Materials that are delivered under this Agreement, but that incorporate pre-existing materials not produced under this Agreement, Contractor hereby grants to the HCA a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to the HCA.

12.28.4 Retained Rights

Contractor retains all rights, title and interest in and to all technical or internal designs, methods, ideas, concepts, know-how, techniques, generic documents, and templates that have been previously developed by Contractor or are developed during the course of the provision of the services under this Contract, unless such generic documents or templates contain any confidential information or proprietary data of the HCA or of the State of Washington. Rights and ownership by Contractor of original technical designs, methods, ideas, concepts, know-how, and techniques does not extend to or include any of the HCA's proprietary data or confidential information. To the extent that Contractor may include in the Materials delivered under this Contract any preexisting proprietary information or other of its protected materials, Contractor agrees that the HCA shall be deemed to have a fully paid up license to make copies of Contractor-owned materials as part of this engagement.

12.28.5 Notice to UMP

Contractor will exert all reasonable efforts to advise UMP, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. Contractor will give the HCA prompt written notice of each notice or claim of copyright infringement received by Contractor with respect to any data delivered under this Contract. The HCA may modify or remove any restrictive markings placed upon the data by Contractor.

12.28.6 "Materials"

For purposes of this subsection 12.29, "materials" means all items in any format. It includes, but is not limited to, data, work products, or models prepared for the HCA, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

12.29 Entire Agreement

This Contract, including its Exhibits and Attachments, includes all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

SECTION 13. DEFINITIONS

Whenever used in this Agreement, the following definitions apply to the terms listed below.

13.1 Administrative Fee

means the base administrative fee set forth in Exhibit B.

13.2 Administrator

means the Administrator of the state of Washington Health Care Authority.

13.3 Alternare

means Alternare of Washington, Inc., an alternative care provider network, or any successors providing a similar network.

13.4 Appeal

means a written or oral request that UMP reconsider its resolution of a complaint made by (or on behalf of) an enrollee or its decision to deny, modify, reduce, or terminate payment, coverage, authorization, or provision of health care services, including the admission to, or continued stay in, a health care facility.

13.5 COC

means the UMP Certificates of Coverage, and as the context requires it means the version applicable to the enrollee and claim involved.

13.6 Complaint

means an expression of dissatisfaction, oral or written, submitted by or on behalf of an enrollee regarding:

- (a) denial of health care services or payment for health care services;
- (b) issues other than denial of or payment for health care services, including dissatisfaction with health care services, delays in obtaining health care services, conflicts with carrier staff or providers; or
- (c) dissatisfaction with UMP practices or action unrelated to health care services.

13.7 Contract Manager

means an employee of the HCA designated by the Administrator of the HCA or the Executive Director of the UMP to represent UMP in matters relating to this Agreement and changes in it.

13.8 Enrollees

means persons enrolled in the UMP.

13.9 HIPAA

means the federal Health Insurance Portability and Accountability Act and the regulations adopted under it.

13.10 OIC

means the Washington State Office of Insurance Commissioner.

13.11 Pharmacy benefit manager or PBM

means Express Scripts, Inc., or any successor or other entity that provides pharmacy benefit management services to UMP.

13.12 Network provider

means any hospital, physician, or other health care provider entering into an agreement for discounted or scheduled reimbursement with the Uniform Medical Plan or with a network vendor contracted by the UMP to provide enrollees with access to contracted providers in Washington or out of state. The term also includes providers in out-of-state networks made available to UMP enrollees by Contractor.

13.13 Provider Reconsideration

means a provider's request that UMP reconsider or change a determination about payment or other matters. It does not include a provider's request made for the benefit of an enrollee if that request is an "Appeal." It does not include matters relating to the approval, disapproval, or termination of a network provider contract with that provider.

13.14 Subscriber

means the individual or family member who is the primary certificate holder and enrollee in the Uniform Medical Plan.

13.15 ViPS

means the database provider engaged by UMP to provide the MCSource and StarSentinel software programs, and includes ViPS, the present provider, and any replacement or successor.

13.16 Work Order Coordinator

means an employee of the HCA designated by the Executive Director of the UMP or the UMP Contract Manager to communicate instructions to Contractor (such as Work Orders for changes in claim processes).

13.17 Writing

includes, in addition to the usual meaning, communication by electronic mail.

EXHIBIT A – Reporting Requirements

EXHIBIT B -- Price Schedule